

<i>SERFF Tracking Number:</i>	<i>NYLA-127749770</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>50580</i>
<i>Company Tracking Number:</i>	<i>211-P111</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Fixed Period Annuity 2012</i>		
<i>Project Name/Number:</i>	<i>Fixed Period Annuity 2012/211-P111</i>		

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: Fixed Period Annuity 2012 SERFF Tr Num: NYLA-127749770 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non-Variable SERFF Status: Closed-Approved-Closed State Tr Num: 50580

Sub-TOI: A05I.000 Annuities - Immediate Non-variable Co Tr Num: 211-P111 State Status: Approved-Closed

Filing Type: Form

Authors: Susan Britton, Renata Bucaj, Yelena Reich

Date Submitted: 12/28/2011

Reviewer(s): Linda Bird

Disposition Date: 01/24/2012

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Fixed Period Annuity 2012

Project Number: 211-P111

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 01/24/2012

State Status Changed: 01/04/2012

Created By: Renata Bucaj

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Yelena Reich

Filing Description:

This filing consists of two new single premium individual immediate fixed annuity policies and one new rider

Company and Contact

Filing Contact Information

Renata Bucaj, Contract Consultant

renata_bucaj@newyorklife.com

SERFF Tracking Number: NYLA-127749770 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50580

Company Tracking Number: 211-P111

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: Fixed Period Annuity 2012

Project Name/Number: Fixed Period Annuity 2012/211-P111

1 Rockwood Road 914-846-3491 [Phone]
 Sleepy Hollow, NY 10591 914-846-4914 [FAX]

Filing Company Information

New York Life Insurance and Annuity Corporation CoCode: 91596 State of Domicile: Delaware

1 Rockwood Road Group Code: 826 Company Type:
 3N738 Group Name: State ID Number:
 Sleepy Hollow, NY 10591 FEIN Number: 13-3044743
 (914) 846-3508 ext. [Phone]

Filing Fees

Fee Required? Yes

Fee Amount: \$150.00

Retaliatory? Yes

Fee Explanation: \$50 per form
 3 forms @\$50 each =\$150.00

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$150.00	12/28/2011	54875268

<i>SERFF Tracking Number:</i>	<i>NYLA-127749770</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>50580</i>
<i>Company Tracking Number:</i>	<i>211-P111</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Fixed Period Annuity 2012</i>		
<i>Project Name/Number:</i>	<i>Fixed Period Annuity 2012/211-P111</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/24/2012	01/24/2012
Approved-Closed	Linda Bird	01/04/2012	01/04/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Amendment Letter	Yelena Reich	01/23/2012	01/23/2012
Form	Individual Single Premium Immediate Fixed Period Annuity	Yelena Reich	01/03/2012	01/03/2012
Supporting Document	Statements of Variability	Yelena Reich	01/03/2012	01/03/2012

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to re-open	Note To Filer	Linda Bird	01/23/2012	01/23/2012
Request to Re-open	Note To Reviewer	Yelena Reich	01/23/2012	01/23/2012

<i>SERFF Tracking Number:</i>	<i>NYLA-127749770</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>50580</i>
<i>Company Tracking Number:</i>	<i>211-P111</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Fixed Period Annuity 2012</i>		
<i>Project Name/Number:</i>	<i>Fixed Period Annuity 2012/211-P111</i>		

Disposition

Disposition Date: 01/24/2012

Implementation Date:

Status: Approved-Closed

Comment: Correction made to the original submission.

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-127749770 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50580

Company Tracking Number: 211-P111

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: Fixed Period Annuity 2012

Project Name/Number: Fixed Period Annuity 2012/211-P111

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Certificate of Compliance		Yes
Supporting Document (revised)	Statements of Variability		Yes
Supporting Document	Statements of Variability	Replaced	Yes
Supporting Document	Amendment Letter		Yes
Form (revised)	Individual Single Premium Immediate Fixed Period Annuity		Yes
Form	Individual Single Premium Immediate Fixed Period Annuity	Replaced	Yes
Form	Individual Single Premium Immediate Fixed Period Annuity		Yes
Form	Withdrawal Benefit Rider II		Yes

<i>SERFF Tracking Number:</i>	<i>NYLA-127749770</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>50580</i>
<i>Company Tracking Number:</i>	<i>211-P111</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Fixed Period Annuity 2012</i>		
<i>Project Name/Number:</i>	<i>Fixed Period Annuity 2012/211-P111</i>		

Disposition

Disposition Date: 01/04/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-127749770 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50580

Company Tracking Number: 211-P111

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: Fixed Period Annuity 2012

Project Name/Number: Fixed Period Annuity 2012/211-P111

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Certificate of Compliance		Yes
Supporting Document (revised)	Statements of Variability		Yes
Supporting Document	Statements of Variability	Replaced	Yes
Supporting Document	Amendment Letter		Yes
Form (revised)	Individual Single Premium Immediate Fixed Period Annuity		Yes
Form	Individual Single Premium Immediate Fixed Period Annuity	Replaced	Yes
Form	Individual Single Premium Immediate Fixed Period Annuity		Yes
Form	Withdrawal Benefit Rider II		Yes

SERFF Tracking Number: NYLA-127749770 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50580
Company Tracking Number: 211-P111
TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: Fixed Period Annuity 2012
Project Name/Number: Fixed Period Annuity 2012/211-P111

Amendment Letter

Submitted Date: 01/23/2012

Comments:

Dear Ms. Bird,

Please see the attached.

Best Regards,

Yelena

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Amendment Letter

Comment:

Amendment Letter 1.23.2012.pdf

<i>SERFF Tracking Number:</i>	<i>NYLA-127749770</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>50580</i>
<i>Company Tracking Number:</i>	<i>211-P111</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Fixed Period Annuity 2012</i>		
<i>Project Name/Number:</i>	<i>Fixed Period Annuity 2012/211-P111</i>		

Note To Filer

Created By:

Linda Bird on 01/23/2012 01:51 PM

Last Edited By:

Linda Bird

Submitted On:

01/23/2012 01:51 PM

Subject:

Request to re-open

Comments:

Filing has been re-opened in order for correction to be made.

SERFF Tracking Number: NYLA-127749770 *State:* Arkansas
Filing Company: New York Life Insurance and Annuity *State Tracking Number:* 50580
Corporation
Company Tracking Number: 211-P111
TOI: A05I Individual Annuities- Immediate Non- *Sub-TOI:* A05I.000 Annuities - Immediate Non-variable
Variable
Product Name: Fixed Period Annuity 2012
Project Name/Number: Fixed Period Annuity 2012/211-P111

Note To Reviewer

Created By:

Yelena Reich on 01/23/2012 12:55 PM

Last Edited By:

Yelena Reich

Submitted On:

01/23/2012 12:55 PM

Subject:

Request to Re-open

Comments:

Dear Ms. Bird,

Please re-open this filing so that we can provide clarification in regards to the filing.

Thank you.

Best Regards,

Yelena Reich

SERFF Tracking Number: NYLA-127749770 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50580

Company Tracking Number: 211-P111

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: Fixed Period Annuity 2012

Project Name/Number: Fixed Period Annuity 2012/211-P111

Amendment Letter

Submitted Date: 01/03/2012

Comments:

We are amending this filing with a revised policy form 211-P111. The data page for this policy has been corrected. Additionally, the Statement of Variability for rider form 211-R113 has also been revised.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
211-P111	Policy/Contr act/Fraternal Certificate	Individual Single Premium Immediate Fixed Period Annuity	Initial				60.700	Policy-211-P111.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Statements of Variability

Comment:

SOV-211-P111.pdf

SOV-211-P112.pdf

SOV-Rider-211-R113.pdf

SERFF Tracking Number: NYLA-127749770 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50580

Company Tracking Number: 211-P111

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: Fixed Period Annuity 2012

Project Name/Number: Fixed Period Annuity 2012/211-P111

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	211-P111	Policy/Cont Individual Single ract/Fratern Premium Immediate al Fixed Period Annuity Certificate	Initial		60.700	Policy-211-P111.pdf
	211-P112	Policy/Cont Individual Single ract/Fratern Premium Immediate al Fixed Period Annuity Certificate	Initial		60.600	Actuarial Memorandum -211-P112 TPD.pdf
	211-R113	Policy/Cont Withdrawal Benefit ract/Fratern Rider II al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		60.500	Withdrawal Benefit RiderII 211-R113.pdf

[Annuitant- - JOHN DOE]
[Policy Number- -00 000 000]
[Policy Date- -JANUARY 1, 2012]

New York Life Insurance and Annuity Corporation
(A Delaware Corporation)

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

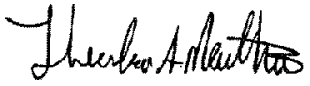
The Corporation New York Life Insurance and Annuity Corporation (NYLIAC), a wholly-owned Delaware Corporation and a wholly-owned subsidiary of New York Life Insurance Company, will pay the benefits of this Single Premium Immediate Fixed Period Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

Annuity Income Payments On the Annuity Commencement Date, we will begin to make Annuity Income Payments to you or to the Payee(s) designated by you.

Right To Return Policy Please examine your Policy. Within ten (10) days, (or longer if required by state law), after receipt by the Owner, you may return it to the Corporation or to the agent through whom it was purchased, with a written request for a cancellation. Upon receipt of this request, the Policy will be void from the start, and a full Premium refund will be made.

The Policy Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-598-2019].


President


Secretary

[New York Life Guaranteed Fixed Period Annuity]

(An Individual Single Premium Immediate Fixed Period Annuity)

Single Premium payable as shown on Policy Data Page

This Policy is Non-Participating.

Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

New York Life Insurance and Annuity Corporation

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

POLICY DATA PAGE

Annuitant -- [John Doe] **Age** [65] [Male]

Policy Number -- [00 000 000]
Policy Date -- [January 1, 2012]
Owner(s) -- [The Annuitant]

Plan -- [Non-Qualified]

Single Premium: \$[250,000]

Annuity Commencement Date: [February 1, 2012]

Guaranteed Period of Annuity Income Payments: [20] Years, [0] Months

Annuity Income Payments:

Annuity Income Payments of \$[1,390] [Monthly], beginning on [February 1, 2012] and ending on [January 1, 2032], for a total of [240] [monthly] payments.

If the Annuitant dies before the end of the guaranteed period, the remaining Annuity Income Payments will be paid to the Beneficiary as a Death Benefit.

If any Death Benefit is paid in one sum, we will pay to the Beneficiary the present value of the remaining Annuity Income Payments. The present value of remaining Annuity Income Payments will be calculated based on the following discount rate:

Discount Rate: [3.30]%

Annual Increase Option Selected: Annuity Income Payments will increase annually by [3]% for the duration of the Policy and will begin on the first anniversary of the Annuity Commencement Date.

[WITHDRAWAL BENEFIT RIDER II]
(See next page for rider information)]

POLICY DATA PAGE
(Page 2 Continued)

WITHDRAWAL BENEFIT RIDER II

The following information is used to calculate the Withdrawal Benefit available under this rider:

Guaranteed Period on the Policy Date:

<u>Years</u>	<u>Months</u>
[20]	[0]

Interest rates for discounting payments:

The withdrawal discount rate used will be the greater of a) 0.01% and b) the discount rate shown below plus the Interest Rate Change Adjustment (as defined in the rider).

Discount Rate: [3.30]%

Any remaining Future Guaranteed Payments will be calculated to include applicable increases based on any option that was selected at the time of application.

RIDERS [AND ENDORSEMENTS] ATTACHED TO THIS POLICY ON THE POLICY DATE:

[Withdrawal Benefit Rider II]
[Individual Retirement Annuity Endorsement]
[ROTH Individual Retirement Annuity Endorsement]

WE & YOU

In this Policy, the words “we”, “our”, “us”, “Corporation”, and “NYLIAC” refer to New York Life Insurance and Annuity Corporation, and the words

“you” or “your” refer to the Owner of this Policy. When you write to us, please include the Policy number, your full name, and your current address.

CONTENTS

	Page
POLICY DATA PAGE.....	2
DEFINITIONS	4
SECTION ONE- ANNUITY INCOME PAYMENTS	5
1.1 When Will Annuity Income Payments Begin?	5
1.2 May Monthly Annuity Income Payments Be Advanced?	5
SECTION TWO- POLICY OWNERSHIP.....	5
2.1 What Are The Rights Of Ownership Of This Policy?	5
2.2 May You Name A Successor Owner?	5
2.3 May You Change The Owner Of This Policy?	5
SECTION THREE – BENEFICIARY.....	6
3.1 May More Than One Beneficiary Be Named?.....	6
3.2 May You Change A Beneficiary?.....	6
3.3 May The Beneficiary Change Any Annuity Income Payments Remaining After The Death Of The Annuitant?	6
3.4 What Happens If A Beneficiary Who Is Receiving Annuity Income Payments Dies?	6
3.5 What Happens If No Beneficiary Survives The Annuitant?	6
3.6 When Will We Process A Request For Payment Of The Death Benefit?	6
3.7 May The Death Benefit Be Taken As A Single Sum?.....	6
SECTION FOUR- GENERAL PROVISIONS.....	7
4.1 What Constitutes The Entire Contract?	7
4.2 How Important Is The Information You Provide For This Policy?	7
4.3 Will We Be Able To Contest This Policy?	7
4.4 May We Require Proof That The Annuitant Is Living?.....	7
4.5 May You Assign This Policy?	7
4.6 How Do You Assign This Policy?.....	7
4.7 May You Change The Payee?	7
4.8 Does This Policy Have Cash Or Loan Values?	7
4.9 Do Annuity Income Payments Have Protection Against Creditors?	7
4.10 Is This Policy Subject To Conformity With Any Law?	7
RIDERS OR ENDORSEMENTS (if any).....	Attached to the Policy

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ANNUITANT: The person named on the Policy Data Page on whose life this Policy is issued.

ANNUITY COMMENCEMENT DATE: The date on which the first Annuity Income Payment under this Policy will be made.

ANNUITY INCOME PAYMENTS: Periodic payments NYLIAC makes to the named Payee(s) beginning on the Annuity Commencement Date.

ANNUITY PAYMENT DATE: The date upon which NYLIAC has agreed to make each Annuity Income Payment. The initial Annuity Income Payment will be made on the Annuity Commencement Date. Scheduled Annuity Income Payments will be made on the same date of the Payment Mode selected. If an Annuity Payment Date falls on a day that we are not open for business, we will make the payment on the next Business Day.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the Death Benefit set forth in this Policy.

BUSINESS DAY: Any day NYLIAC is open for business.

ISSUE DATE: The date this Policy is produced for delivery.

DEATH BENEFIT: Any Annuity Income Payments remaining after the death of the Annuitant.

NYLIAC (“Corporation, we, us, our”): New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NON-QUALIFIED PLAN: A retirement plan or program which is funded by after-tax contributions.

OWNER (“you, your”): The person(s) or entity(ies) designated as the Owner of this Policy as displayed on the Policy Data Page, or as subsequently changed.

PAYEE: The recipient(s) designated to receive the Annuity Income Payments under this Policy, or as subsequently changed.

PAYMENT MODE: The frequency that we agree to pay the Annuity Income Payments to the Payee. The frequency is displayed in the Annuity Income Payments section of the Policy Data Page.

POLICY DATA PAGE: Page two (2) of this Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date. Subsequent Policy Years begin on each Policy anniversary unless otherwise indicated.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician’s statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan or program, under the Internal Revenue Code of 1986, as amended, including Sections 408 and 408(A).

SINGLE PREMIUM: The payment made to the Corporation as consideration for the benefits provided by this Policy. The Single Premium is the only payment that may be applied to this Policy.

SECTION ONE – ANNUITY INCOME PAYMENTS

1.1 When Will Annuity Income Payments Begin?

Annuity Income Payments will begin on the Annuity Commencement Date shown on the Policy Data Page. We will make Annuity Income Payments to you or, to the Payee(s) designated by you, on each Annuity Payment Date in the amount(s) and for the period(s) of time shown on the Policy Data Page.

1.2 May Monthly Annuity Income Payments Be Advanced?

If you are receiving scheduled monthly Annuity Income Payments, you may elect to receive four (4) Annuity Income Payments in one sum. If you exercise this option, you will receive a payment in one sum in an amount equal in value to the next

scheduled monthly payment plus the next three (3) scheduled monthly payments. Regularly scheduled monthly payments will resume in the month following the month in which the fourth payment was scheduled to be made.

Advanced Annuity Income Payments are reported as fully taxable. This option can only be exercised one (1) time and is only available while the Annuitant is living. You can exercise this option through a notice you sign with the facts that we need. This option is not available if you are under age 59½ or if the Policy is a Qualified Plan.

SECTION TWO – POLICY OWNERSHIP

2.1 What Are The Rights Of Ownership Of This Policy?

The Owner has all rights of ownership in this Policy while the Annuitant is living. These rights include the right to assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, receive Annuity Income Payments, name one or more Payees to receive these payments and change the Owner. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, the Owner does not need the consent of any successor Owner or revocable Beneficiary. An Owner's rights of ownership end at his or her death.

2.2 May You Name A Successor Owner?

You may name a successor Owner (Non-Qualified Plan Policies only). A successor Owner may be named in the application or in a notice you sign that gives us the facts that we need. The successor Owner will become the new Owner if the Owner(s) die while the Annuitant is living. For jointly owned policies, unless you specify otherwise the successor Owner will become the new Owner if the last surviving Owner dies while the Annuitant is living.

If no successor Owner survives you and you die while the Annuitant is living, your estate becomes the new Owner. For jointly owned policies, the estate of the last surviving Owner becomes the new Owner.

Changing the Owner or naming a new successor Owner cancels any prior successor Owner designation.

For Qualified Plan policies, no successor Owner may be named.

2.3 May You Change The Owner Of This Policy?

You may change the Owner (Non-Qualified Plan Policies only) of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

SECTION THREE – BENEFICIARY

3.1 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives the Annuitant. If no Beneficiary classified as primary survives the Annuitant, payment will be made to any Beneficiary surviving in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

No amount will be payable to a Beneficiary unless the Annuitant dies before all payments shown on the Policy Data Page have been paid.

3.2 May You Change A Beneficiary?

While the Annuitant is living, you may change a revocable Beneficiary designation by providing us with a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

3.3 May The Beneficiary Change Any Annuity Income Payments Remaining After The Death Of The Annuitant?

Unless authorized in writing by you, a Beneficiary may not elect to receive Annuity Income Payments in one sum, other than as described in Section 3.7, or make any other change to any remaining Annuity Income Payments.

3.4 What Happens If A Beneficiary Who Is Receiving Annuity Income Payments Dies?

If a Beneficiary who is receiving Annuity Income Payments dies, each remaining Annuity Income Payment will be paid to those Beneficiaries in the same class who are alive when that Annuity Income Payment becomes due. If the last surviving Beneficiary in a class dies while receiving Annuity Income Payments, any remaining payments will be paid to the surviving Beneficiaries in the next class,

and so on. If the last Beneficiary in a class receiving Annuity Income Payments dies, and there is no succeeding class, the present value of any remaining Annuity Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Annuity Income Payments is always less than the total of those Annuity Income Payments.

3.5 What Happens If No Beneficiary Survives The Annuitant?

If no Beneficiary for any Death Benefit amount payable, as described on the Policy Data Page, or for a stated share, survives the Annuitant, the right to this amount or this share will pass to the Owner(s) as Beneficiary, or if no Owner is living, to the last surviving Owner's estate. If any Beneficiary dies at the same time as the Annuitant, or within fifteen (15) days after the death of the Annuitant, but before we receive Proof of Death for the Annuitant and all claim information, we will pay any amount payable as though the Beneficiary died first.

3.6 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. When we receive Proof of Death for the Annuitant and a completed and signed claim form, a certificate of appointment (only if you are an Executor, Administrator, Legal Guardian or Conservator) and a copy of the assignment (only if the claim has been assigned for final expenses) from a Beneficiary, we will pay to that Beneficiary his/ her share of any amount of the Death Benefit.

3.7 May The Death Benefit Be Taken As A Single Sum?

If the right to any Annuity Income Payments remaining after the death of the Annuitant passes to an assignee, or to a Beneficiary that is not a natural person (such as a trust, corporation or estate), payment may be made in one sum. If the payment is made in one sum, the amount of this payment will be the present value of the remaining Annuity Income Payments. This Payment will be calculated using the interest rate shown on the Policy Data Page. The present value of any remaining Annuity Income Payments is always less than the sum of those payments.

SECTION FOUR– GENERAL PROVISION

4.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders, endorsements or amendments and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the Policy, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No agent is authorized to change this contract or to waive any provisions of this contract.

4.2 How Important Is The Information You Provide For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes statements made in the application. In the absence of fraud, all such statements are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

4.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while the Annuitant is living, for two (2) years from the Policy Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

4.4 May We Require Proof That The Annuitant Is Living?

We may require proof from you that the Annuitant is living on any Annuity Payment Date, but not more than once in any twelve-month period.

4.5 May You Assign This Policy?

While the Annuitant is living, you may assign any interest you have in this Policy (Non-Qualified Plan Policies only). If you do this, your interest, and the interest of any Beneficiary is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned. An assignee may not change the Owner, Payee, or Beneficiary.

An assignment may have adverse tax consequences to you; please consult with your tax advisor.

4.6 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of an assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect on the date the assignment is signed, subject to any payment we made or action we took before receipt of the assignment.

4.7 May You Change The Payee?

You may name, revoke or change the Payee at any time by providing us with a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If the Payee dies before all payments have been made under this Policy, we will pay you until you designate a different Payee.

4.8 Does This Policy Have Cash Or Loan Values?

This Policy does not have cash value or loan value.

4.9 Do Annuity Income Payments Have Protection Against Creditors?

Except as stated in this Policy's assignment provisions, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditor.

4.10 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Benefits available under this Policy are not less than those required by any regulation or statute of the state for which this Policy is issued.

**New York Life Insurance and Annuity
Corporation**

A Delaware Corporation and a wholly-owned
subsidiary of New York Life Insurance Company

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

**Individual Single Premium Immediate Fixed
Period Annuity**

Single Premium payable as shown on Policy Data
Page

This Policy is Non-Participating.

New York Life Insurance and Annuity Corporation

Single Premium Immediate Fixed Period Annuity Withdrawal Benefit Rider II

**Form Number 211-P112
Form Number 211-R113**

Purpose and Scope

This memorandum is broken into the following sections:

- Description of the product
 - payment options
 - markets
 - issue ages
 - optional features
 - cash withdrawal features
 - withdrawal formula definitions
- Description of the Withdrawal Benefit Rider II
 - rider description
 - assumptions used in commuted value calculation
 - withdrawal benefit
 - formulas
 - specimen calculation
- Description of reserves

I. Product Description

This policy is a single premium immediate annuity intended to provide monthly income payments for a fixed period. These payments are guaranteed for a term specified on the data page of the contract. The specified term can range from 5-30 years. Upon the annuitant's death, the beneficiary(ies) will receive payments for the duration of the fixed period.

A. Markets

- Non-Qualified
- Qualified IRA
- Inherited IRA
- Roth IRA
- Inherited Roth IRA

B. Issue Ages

- Non Qualified: Available to owners and annuitants ages 0-95
- Qualified: Available to owners (primary annuitants) ages 18-89

C. Special Optional Features

- **Annual Increase Option:** At issue, the owner can elect to receive an annual increase in the payment amount. When this option is elected, the initial payment amount will be lower. The payment increase begins one year after the first income payment and the annual increases will continue for the life of the contract. Available only if the owner is 59½ or older at the time of the first income payment. This option can be exercised only once during the life of the contract.
- **Annuity Income Payment Advance:** The annuitant can choose to accelerate two (2) payments and have them added to the current payment to receive a total of three (3) months worth of payments in one lump sum. Available only if contracts receive monthly modal income payments. This option is not available if the owner is under age 59½ or if the policy is a Qualified plan. This option can be exercised only once during the life of the contract and is only available while the annuitant is living.
- **Lump-Sum Death Benefit Option:** At issue, the owner can give permission to the beneficiary(ies) to receive, in one sum, the present value of any income payments remaining after the annuitant's death.

D. Cash Withdrawal Features

- **Withdrawal Benefit Rider II:** The policy owner may withdraw up to 100% of the discounted value of the remaining guaranteed payments at any time.

E. Withdrawal Formula Definitions

WD_t	= amount available for withdrawal at time $t(m,d)$
l	= length of certain period in months
Issue Date	= date premium is received
Monthly t Day	= the day of each month, following the Issue Date, where the “day” coincides with the day of time t falls on.
Withdraw Effective Date	= $t(m2,d2)$
Monthly Withdraw Day	= when t equals the Withdraw Effective Date, the Monthly t Day is the Monthly Withdraw Day
Off Mode Withdraw Date	= the smallest Monthly Withdraw Day that is larger than the Issue Date
$m2$	= number of complete months between the Withdraw Effective Date and Issue Date
$d2$	= number of days from Issue Date to Off Mode Withdraw Date
$w0$	= first Monthly Transaction Date after Withdraw Effective Date
$w1$	= time of next periodic payment date after Withdraw Effective Date date in months ($mw1$) and in days ($d1$) since the Issue Date. $w1 \sim (mw1,d1)$
$mw2$	= number of complete months between Withdraw Effective Date and $w1$
$dw2$	= number of days between Withdraw Effective Date and $w0$
c_t	= withdrawal rate adjustment; additional varying surcharge added to

	the crediting rate i_t ; applicable when calculating withdrawal values
x_t	= Withdrawal Floor Rate; a floor limit to the total discount rate used when calculating withdrawal values, the same as applicable valuation rate
w_t	= base discount rate (as shown on the Policy Date Page) used for discounting when calculating withdrawal values; $w_t = \max(i_t + c_t, x_t)$
CF	= Withdrawal Benefit Rider II factor of total commuted values that will be withdrawn; ranging from 0% to 100%
CMT_t	= 10 year Constant Maturity Treasury yield at time t
$IRCA_t$	= Interest Rate Change Adjustment applicable at time of withdrawal
$WGIRCA_t$	= Withdrawal Guaranteed Interest Rate Change Adjustment is a ceiling limit to IRCA
$IRCA_t$	= $1.00 \times (CMT_t - CMT_0)$, if $CMT_t \leq CMT_0$ = $\min[1.25 \times (CMT_t - CMT_0), WGIRCA_t]$, if $CMT_t > CMT_0$
r_t	= final discount rate used for discounting when calculating withdrawal values; $r_t = \max(.01\%, w_t + IRCA_{t(m2,d2)})$
B_{wt}	= Benefit Income payable at time t after a withdrawal has taken place = $B_t \times (1 - CF)$, when $t > g$ (Withdrawal Benefit Rider II amount withdrawn at g)

II. Withdrawal Benefit Rider II

A. Rider Description

This rider applies to a single premium immediate annuity intended to provide monthly income payments for a fixed period. Withdrawal Benefit Rider II values for this policy will be calculated based on interest rates stated on the Policy Data Page for discounting future payments.

B. Determination of Assumptions used to Calculate Present Values

Interest rates shown on the Policy Data Page will be based on interest rates used to calculate Annuity Income Payments.

C. Withdrawal Benefit

The Owner can make a one-time only commutation of up to 100% of the Present Value Of Future Guaranteed Payments. This amount is determined by discounting the selected percentage of the future payments for the remainder of the Guaranteed Period to the Withdrawal Effective Date using the maximum of the interest rates shown on the Policy Data Page plus an Interest Rate Change Adjustment (IRCA), and .01%. The formula for the IRCA is shown below.

Interest Rate Change Adjustment:

1.25 x (A minus B) If A is greater than B
1.00 x (A minus B) If A is less than or equal to B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the Withdrawal Effective Date

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date

A factor of 1.25% is used to protect ourselves from basis risk. The value of the investments that were purchased for a longer term benefit may have changed differently than the treasury rates used to proxy the rate change.

D. Formulas

$$WD_{t(m2,d2)} = CF \times \sum_{s=0}^{m1+/-1-mwo} B_{t(mwo+s,d1)} \times v_{wd(s,t)} \quad , \text{ where } e_x > t > (m2,d2)$$

$$v_{wd(s,t)} = (1 + r_t)^{-\left(\frac{e+s}{12} + \frac{f}{365}\right)}$$

E. Specimen Calculation

Assumptions:

- Single Premium Immediate Annuity policy with a certain period of 20 years issued to male age 65
- Policy Date: January 1, 2012
- Withdrawal Benefit Effective Date: January 1, 2015
- Premium: \$100,000
- Annual annuity benefit of \$10,000 initially payable on January 1, 2013
- The 10-year constant maturity treasury rate on January 1, 2010 is 5.0%
- The 10-year constant maturity treasury rate on January 1, 2015 is 6.0%
- Percentage chosen to withdraw: 70%

On January 1, 2015, the annuitant will receive the regularly scheduled payment of \$10,000 plus the withdrawal amount. Since the third payment will have been made on January 1, 2015, future payments include only policy years 4 through 20.

The following table presents interest rates used in calculating the present value of future payments:

Policy Years	Interest Rate (w_t)	Interest Rate Change Adjustment	Interest Rate Used to Discount (r_t)	Sum of Guaranteed Payments	Present Value Of Future Guaranteed Payments
4-20	3.30%	1.25%	4.55%	170,000	116,627.67
Total				170,000	\$116,627.67

The Present Value Of Future Guaranteed Payments is \$116,627.67. This is the sum of the discounted future payments for the remainder of the Guaranteed Period to the Withdrawal Effective Date using the interest rates shown on the Policy Data Page plus an Interest Rate Change Adjustment (as shown in the table above).

The Withdrawal Benefit on January 1, 2015 would be \$81,639.37 (70% of \$116,627.67).

After the withdrawal is taken, payments of \$3,000 (a 70% reduction from the \$10,000 payable prior to withdrawal) would be payable to the annuitant on January 1 of all subsequent years 2016 until the end of the Guaranteed Period.

III. Reserves

The reserves held for this product are determined in accordance with the Standard Valuation Law. The methods and assumptions as specified by the Commissioners Annuity Reserve Valuation Method (CARVM) and the most recent NAIC interpretation of CARVM, Actuarial Guideline XXXIII, are used to calculate reserves.

As required under the Guideline XXXIII integrated benefit stream approach, every potential benefit stream is considered, including blends reflecting the interaction of more than one type of benefit. Such potential benefit streams include all types of benefits for which the greatest present value concept is required. In particular, we consider all elective benefits such as the withdrawal options, as well as all non-elective benefits such as annuity income payments and death benefits.

Valuation Interest

The interest rate used in determining the minimum standard for valuation of this product shall be the calendar year statutory valuation interest rate as required by Actuarial Guideline XXXIII. Specifically, the interest rate will be determined using the following “contract level” parameters:


- Issue year valuation basis
- With cash settlement option
- With interest guarantees on considerations received more than one year after issue

The Guarantee duration and Plan Type will be determined at the benefit level as required by Actuarial Guideline XXXIII.

The interest rate used in the valuation of annuity income payments for a 2011 year of issue for these forms would be 5.00%. This corresponds to the rate for an Annuity with Guarantee Duration of 5 years or less – Plan Type A.

Valuation Mortality

The valuation mortality basis for these forms shall be the prevailing industry mortality table. As of 12/31/2010 that table is the Annuity 2000 Table.



December 15, 2011

Date

Keri B. Lehman, FSA, MAAA

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

[WITHDRAWAL BENEFIT RIDER II]

This rider is attached to, and made a part of this Policy. Where there is a conflict between the provisions in this rider and those of this Policy, the provisions of this rider will control. Capitalized terms used but not defined in this rider have the meaning set forth in this Policy.

DEFINITIONS

ANNUITY INCOME PAYMENTS: Periodic payments NYLIAC makes to the named Payee(s) beginning on the Annuity Commencement Date.

BUSINESS DAY: Any day NYLIAC is open for business.

FUTURE GUARANTEED PAYMENTS: Annuity Income Payments, if any, guaranteed for the period of time immediately following the Withdrawal Effective Date to the end of the Guaranteed Period

GUARANTEED PERIOD: The period of time shown in the Withdrawal Benefit Rider II section on the Policy Data Page for which the Annuity Income Payments are guaranteed.

INTEREST RATE CHANGE ADJUSTMENT:

1.25 x (A minus B) If A is greater than B
1.00 x (A minus B) If A is less than B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the Withdrawal Effective Date.

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date.

PRESENT VALUE OF FUTURE

GUARANTEED PAYMENTS: Future Guaranteed Payments discounted to the Withdrawal Effective Date using discount rates

equal to the interest rates shown on the Policy Data Page plus an Interest Rate Change Adjustment.

REPLACEMENT RATIO: The Replacement Ratio is C divided by D where:

C = The Withdrawal Benefit, and

D = The current price of new contracts, issued on the Withdrawal Effective Date, that provide guaranteed Annuity Income Payments equal to those you elect to withdraw.

If new contracts that provide the same guaranteed Annuity Income Payments are not being issued on the Withdrawal Effective Date, then:

D = The current price of the guaranteed Annuity Income Payments portion of a new contract, where the guaranteed Annuity Income Payments are the same as the guaranteed Annuity Income Payments you elect to withdraw on the Withdrawal Effective Date.

WITHDRAWAL BENEFIT: An amount equal to a selected percentage of the Present Value Of Future Guaranteed Payments. The selected percentage may be any percentage up to 100%.

WITHDRAWAL EFFECTIVE DATE: The Business Day on which the Withdrawal Benefit is determined.

RIDER PROVISIONS

1. What Benefit Does This Rider Provide?

This rider allows you to receive the Withdrawal Benefit in one sum only.

2. What Is The Purpose Of Disclosure Of The Replacement Ratio?

Reviewing the Replacement Ratio may help you decide if withdrawing this money is the right decision for you. A Replacement Ratio greater than one (1.00) indicates that the Withdrawal

Benefit is more than enough to purchase guaranteed Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal. A Replacement Ratio less than one (1.00) indicates that the Withdrawal Benefit is not enough to purchase guaranteed Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal.

3. Does This Rider Affect Future Annuity Income Payments?

Following the Withdrawal Effective Date, Future Guaranteed Payments will be reduced by the selected percentage of the Present Value Of Future Guaranteed Payments withdrawn. Your right to receive any remaining Future Guaranteed Payments will not be affected by the payment of the Withdrawal Benefit.

4. When Can You Exercise This Rider?

This rider can be exercised at any time except as otherwise provided in this rider.

5. How Can You Determine The Withdrawal Benefit?

You may, at any time, request information on the Withdrawal Benefit. Within fifteen (15) Business Days of receipt of your request, we will provide you with the information described in items (i), (ii) and (iii) of Provision 6. This information will be based on applicable interest rates, the then current Interest Rate Change Adjustment, and subject to any limitations in this rider, a Withdrawal Effective Date of your choosing.

6. How Do You Exercise This Rider?

To receive the Withdrawal Benefit, you must submit a written and signed request for payment. Within fifteen (15) Business Days of receipt of your request, we will provide you, if not previously provided, notification of:

- (i) the amount of the Withdrawal Benefit payable and the Withdrawal Effective Date;
- (ii) the amount of the Future Guaranteed Payments, if any; and
- (iii) the current Replacement Ratio.

Once we have provided you with the information in (i), (ii) and (iii) above, and you submit a written and signed request for payment, we will pay the Withdrawal Benefit within fifteen (15) Business Days of receipt of such request. The Withdrawal Benefit paid will be adjusted to reflect any

Annuity Income Payments made, and any change in the 10-Year Treasury Constant Maturity Rate, subsequent to our providing you with the information in (i), (ii) and (iii) above. The Interest Rate Change Adjustment applied will be determined based on the 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the actual Withdrawal Effective Date.

7. How Often Can You Exercise This Rider?

This rider can be exercised only once while it is in effect.

8. Are There Any Limitations On Exercising This Rider?

This rider may not be exercised if:

- (i) you are under age 59 ½; or
- (ii) the Withdrawal Benefit is determined to be less than \$2,500; or
- (iii) the rider has ended as explained in Provision 12.

9. What Is The Effective Date Of This Rider?

This rider is effective as of the Policy Date.

10. Is The Withdrawal Benefit Subject To The Rights Of Any Assignee?

If you assign this Policy, you must provide us with each assignee's written consent for you to receive any benefit under the terms of this rider.

11. Is There An Additional Charge For This Rider?

There is no additional charge for this rider.

12. When Will This Rider End?

This rider will end on the earlier of the following:

- (i) the death of the Annuitant; or
- (ii) the payment of the Withdrawal Benefit under the terms of this rider.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION


President


Secretary

<i>SERFF Tracking Number:</i>	<i>NYLA-127749770</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>50580</i>
<i>Company Tracking Number:</i>	<i>211-P111</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Fixed Period Annuity 2012</i>		
<i>Project Name/Number:</i>	<i>Fixed Period Annuity 2012/211-P111</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Cert-Readability-AR.pdf		
Satisfied - Item: Application Comments: Application forms 211-A102 (03/2012) and 211-A109 (03/2012), which were approved by your Department on 7/6/2011 (SERFF No: NYLA-127285453), will be used with Policy Forms 211-P111 and 211-P112.		
Satisfied - Item: Life & Annuity - Acturial Memo Comments: Attachments: Actuarial Memorandum-211-P111 Agency.pdf Actuarial Memorandum-211-P112 TPD.pdf		
Satisfied - Item: Cover Letter Comments: Attachment: Cover Letter-AR.pdf		

Item Status:	Status
---------------------	---------------

SERFF Tracking Number: NYLA-127749770 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 50580
Company Tracking Number: 211-P111
TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: Fixed Period Annuity 2012
Project Name/Number: Fixed Period Annuity 2012/211-P111

Date:

Satisfied - Item: Certificate of Compliance

Comments:

Attachment:

Certificate-Compliance-AR.pdf

Item Status:

Status

Date:

Satisfied - Item: Statements of Variability

Comments:

Attachments:

SOV-211-P111.pdf

SOV-211-P112.pdf

SOV-Rider-211-R113.pdf

Item Status:

Status

Date:

Satisfied - Item: Amendment Letter

Comments:

Attachment:

Amendment Letter 1.23.2012.pdf

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: New York Life Insurance and Annuity Corporation

This is to certify that the forms referenced below have achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
211-P111	60.7
211-P112	60.6
211-R113	60.5



Suzanne Wolf
Assistant Vice President – Product Development

12/28/2011

Date



NEW YORK LIFE INSURANCE COMPANY
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
(A Delaware Corporation)
1 Rockwood Road, Sleepy Hollow, NY 10591

"The Company You Keep"®

Suzanne Wolf
Assistant Vice President - Product Development
Bus: (914) 846-3508 Fax: (914) 846-4487 Toll Free: (800) 280-3551
E-Mail: Suzanne_Wolf@newyorklife.com

December 28, 2011

Hon. Jay Bradford
Department of Insurance
1200 W. Third Street
Little Rock, AR 72201-1904

RE: NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

N.A.I.C. NO.: 826-91596

F.E.I.N.: 13-3044743

Form No.: 211-P111	Individual Single Premium Immediate Annuity Contract
211-P112	Individual Single Premium Immediate Annuity Contract
211-R113	Withdrawal Benefit Rider

Dear Hon. Jay Bradford:

We are enclosing for your approval two new individual single premium immediate fixed annuity policy forms and one rider form. These forms will be issued by New York Life Insurance and Annuity Corporation (NYLIAC). We intend to introduce these policy forms and associated rider form on or about March 1, 2012, subject to approval by your Department. Additional information regarding these forms is provided below, and the chart that follows this letter lists all forms that will be used with these new policy forms.

Please note that application forms 211-A102 and 211-A109, which were approved by your Department on 7/6/2011 (SERFF Tracking No: NYLA-127285453), will be used to solicit these policy forms and associated rider through the Company's agents and independent distribution channel, respectively.

Policy Form 211-P111

Policy form 211-P111 is a new form and is a non-participating single premium fixed period annuity. This policy form will be solicited individually through the Company's agents, subject to approval by your Department. This policy form replaces policy form 207-196, approved by your Department on 4/30/2007 (SERFF Tracking No: NYLA-125159775).

This policy form offers a period certain income payment plan. The applicant will elect the number of guaranteed payment years on the application. The guaranteed periods that will be available when this product is introduced for solicitation are between and including 5 and 30 years. Additional details are provided below.

The key changes to the new policy form compared to the previously approved version, form 207-196, are as follows:

1. Revision of the marketing name from Fixed Period Annuity to Guaranteed Fixed Period Annuity.
2. Addition of the Withdrawal Benefit Rider II.
3. Addition of the Annuity Income Payment Advance feature.

Policy Form Features:

- Annuity Income Payment Advance – Each new policy issued on a monthly income basis allows the policy owner to elect four months of “accelerated” annuity payments. If an owner elects this feature, he or she will receive a payment in one sum equal to the value of his or her next scheduled monthly payment plus the next three scheduled monthly payments. This is not a commutation of the payments. Regularly scheduled monthly payments will resume in the month following the month in which the fourth payment was scheduled to be made. This feature can only be exercised one time during the life of the policy and is only available while the annuitant is living. Additional details are provided in the policy.
- Death Benefit Commutation Option - Upon permission of the policy owner at issue, the beneficiary will have the option of receiving a lump sum payment equal to the present value of the remaining guaranteed payments, if the annuitant dies prior to the end of the period certain.
- Annuity Income Payment Annual Increase Option – The policy owner may elect, on the application, an annual annuity income payment increase that provides a means for the owner to offset the effects of inflation on future payments. The increase percentages that will be available when the product is introduced for solicitation are any whole number from 1% to 10%.
- Withdrawal Benefit Rider II, Form Number 211-R113 – Each issued policy will automatically include this rider, which allows the policy owner to commute all or a portion of the annuity income payments while the policy is in force. This rider form is described in further detail below.

This policy form will be available for the “non-tax qualified” market and for the “tax-qualified” market, specifically, the Individual Retirement Annuity (IRA) market, including Traditional IRA plans, Inherited Traditional IRA plans, Roth IRA plans, and Inherited Roth IRA plans.

Policy Form 211-P112

Policy form 211-P112 is also a new non-participating single premium fixed period annuity, and will be solicited through the Company’s independent distribution channels, subject to approval by your Department. This policy form replaces policy form 207-196, approved by your Department on 4/30/2007 (SERFF Tracking No: NYLA-125159775).

This policy form is similar to policy form 211-P111 described above, except the Annuity Income Payment Advance feature provides for the advancement of three payments rather than four.

When this policy form is solicited through the company's independent distribution channel, a variety of solicitation methods will be used. This policy form may be solicited without an application (App-Less), with an application acquired at the time of the policy's delivery (App-Later) or using the traditional process which involves completion of an application at point-of-sale and prior to policy delivery. When an application is used, we will use form number 211-A109.

This policy form will be available for the "non-tax qualified" market and for the "tax-qualified" market, specifically, the Individual Retirement Annuity (IRA) market, including Traditional IRA plans, Inherited Traditional IRA plans, Roth IRA plans, and Inherited Roth IRA plans.

Rider Form 211-R113

Rider form 211-R113 will be attached to every issued policy at no charge. This rider provides policy owners with access to all or a portion of the present value of their annuity income payments. In particular, this rider form allows the policy owner to make a one-time lump sum withdrawal equal to an elected percentage of the present value of future guaranteed payments. The elected percentage may be any percentage up to 100%. Future guaranteed payments, if any, following the withdrawal effective date, would be reduced by the elected percentage of the present value of future guaranteed payments.

This rider is designed for use when policy forms 211-P111 and 211-P112 are issued as a "non tax-qualified" plan or a Roth IRA, subject to certain benefit option limitations.

Statements of Variability

Variable material in each submitted form is denoted with brackets, and the enclosed Statements of Variability describe each variable item.

Domicile Approval Status

Policy forms 211-P111 and 211-P112, and rider form 211-R113, were filed with the Insurance Department of our domicile state of Delaware on 12/23/2011 and are pending approval.

Additional Information

These forms will be pre-printed or laser-emitted with identical language approved by your Department. The Company reserves the right to alter the color, layout, format, pagination, signature graphic and type of font (point size no less than 10) of these forms without resubmitting for approval, unless otherwise informed.

We would appreciate receiving your approval of these new forms at your earliest convenience. If you have any questions regarding this submission, you may contact me at the phone number or e-mail address noted above.

Sincerely,



Suzanne Wolf
Assistant Vice President – Product Development
SW:yr

New York Life Insurance and Annuity Corporation
Forms that will be used with policy forms 211-P111 and 211-P112

Form Number	Brief Description	Approval Information
211-A102	Application (Company agents) <i>for policy form 211-P111</i>	7/6/2011 (SERFF Tracking #: NYLA-127285453)
211-A109	Application (Independent distribution channel) <i>for policy form 211-P112</i>	7/6/2011 (SERFF Tracking #: NYLA-127285453)
211-R113	Withdrawal Benefit Rider II	Pending
6236-02	Traditional IRA Endorsement	08/11/2003 (SERFF Tracking # SERT-5PRRJ548/00)
6430-07	Roth IRA Endorsement	08/28/2009 (SERFF Tracking #: NYLA-126278831)
20830	State Guaranty Association Notice	N/A
42011 (AR) (07/2010)	Inquiry Notice (Independent distribution)	N/A
20247NYL (AR)	Inquiry Notice (Company agent distribution)	N/A

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
NEW YORK LIFE INSURANCE COMPANY

STATE OF ARKANSAS

In Re: Form (s): 211-P111, 211-P112, 211-R113

I certify that the forms contained in this filing comply with Arkansas Insurance Regulation 19.



Signature

Suzanne Wolf

Name

Assistant Vice President, Product Development

Title

12/28/2011

Date

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Individual Single Premium Immediate Fixed Period Annuity Policy
Form Number: 211-P111**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on the Applicant's elections at the time of purchase of the Policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Any change will be applicable for new issues only.

Bracketed Information	Location	Explanation of Variability
Annuitant Name Policy Number Policy Date	Cover Page & Data Page	This section will reflect the applicable information for each Policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
Executive Office/Home Office Addresses	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
NYLIAC Officer Title & Signature	Cover Page	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles are those in effect at the time of this form filing.
Customer Service Phone Number	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to NYLIAC's various customer service offices.
Marketing Name	Cover Page	To allow for flexibility in changing the marketing name of this Policy.
Plan	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. All plan type options currently available are: <ul style="list-style-type: none">• Non-Qualified• Traditional IRA• Inherited IRA• ROTH IRA• Inherited Roth IRA
Single Premium	Policy Data Page	To allow for the flexibility of changing the premium amount limits used to purchase the Policy. The minimum single premium payment the Corporation will accept is \$10,000. The range for the minimum Premium Payment is between and including \$5,000 – \$1,000,000. The range for the maximum Premium Payment is between and including \$3,000,000 – \$20,000,000.

Guaranteed Period of Annuity Income Payments	Policy Data Page	To allow for the flexibility of changing the guaranteed period of income payments offered by NYLIAC. Currently, the available guaranteed periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.
Annuity Income Payment	Policy Data Page	<p>Payment Mode: To allow for flexibility of changing the availability of payment modes. Currently, all payment modes are available: monthly, quarterly, semi-annual or annual.</p> <p>Quantity of Payments: The number of payments will correlate with the available mode that is elected at issue.</p> <p>Death Benefit Discount Rate: The rate shown is used to calculate the commutation values of any remaining guaranteed Annuity Income Payments upon death of the annuitant. The rate is typically the rate at issue plus one percent (1%).</p>
Annual Increase Option	Policy Data Page	To allow for the flexibility of displaying this information when the Annual Increase Option is offered by NYLIAC and elected by the applicant at time of purchase of this annuity. Also, to allow for flexibility of changing the percentages offered. The currently available percentages for this option are any whole number between and including 1% through 10%. The percentage range for this option is any whole number between and including 1% and 20%.
Withdrawal Rider Information	Policy Data Page	<p>To allow for the flexibility of displaying the Withdrawal Rider II benefit information including the guaranteed period and interest rate for discounting payments.</p> <p>Guaranteed Period on Policy Date: The available guaranteed periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.</p> <p>Interest Rate for Discounting Payments: The rate shown is for discounting the portion of the Annuity Income Payments withdrawn: The discount rate shown is determined using the rate(s) at issue plus 1%. The Interest Rate Change Adjustment will further adjust this rate. This rate will be the greater of a) 0.01% and b) the discount rate shown plus the Interest Rate Change Adjustment.</p>
Riders And Endorsements Attached To This Policy On The Policy Date	Policy Data Page	To allow for flexibility should the Corporation choose to list Riders that may be attached to each issued policy. The Corporation may also reflect any applicable Policy endorsements attached at Policy issue, as such, we will include the optional text "AND ENDORSEMENTS". Should the Corporation file and receive approval for any Riders or Endorsements for use with this Policy at a future date, we may display the applicable Rider or Endorsement in this section for new issues of the Policy.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Individual Single Premium Immediate Fixed Period Annuity Policy
Form Number: 211-P112**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on the Applicant's elections at the time of purchase of the Policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Any change will be applicable for new issues only.

Bracketed Information	Location	Explanation of Variability
Annuitant Name Policy Number Policy Date	Cover Page & Data Page	This section will reflect the applicable information for each Policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
Executive Office/Home Office Addresses	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
NYLIAC Officer Title & Signature	Cover Page	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles are those in effect at the time of this form filing.
Customer Service Phone Number	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to NYLIAC's various customer service offices.
Marketing Name	Cover Page	To allow for flexibility in changing the marketing name of this Policy.
Plan	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. All plan type options currently available are: <ul style="list-style-type: none">• Non-Qualified• Traditional IRA• Inherited IRA• ROTH IRA• Inherited Roth IRA
Single Premium	Policy Data Page	To allow for the flexibility of changing the premium amount limits used to purchase the Policy. The minimum single premium payment the Corporation will accept is \$10,000. The range for the minimum Premium Payment is between and including \$5,000 – \$1,000,000. The range for the maximum Premium Payment is between and including \$3,000,000 – \$20,000,000.

Guaranteed Period of Annuity Income Payments	Policy Data Page	To allow for the flexibility of changing the guaranteed period of income payments offered by NYLIAC. Currently, the available guaranteed periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.
Annuity Income Payment	Policy Data Page	<p>Payment Mode: To allow for flexibility of changing the availability of payment modes. Currently, all payment modes are available: monthly, quarterly, semi-annual or annual.</p> <p>Quantity of Payments: The number of payments will correlate with the available mode that is elected at issue.</p> <p>Death Benefit Discount Rate: The rate shown is used to calculate the commutation values of any remaining guaranteed Annuity Income Payments upon death of the annuitant. The rate is typically the rate at issue plus one percent (1%).</p>
Annual Increase Option	Policy Data Page	To allow for the flexibility of displaying this information when the Annual Increase Option is offered by NYLIAC and elected by the applicant at time of purchase of this annuity. Also, to allow for flexibility of changing the percentages offered. The currently available percentages for this option are any whole number between and including 1% through 10%. The percentage range for this option is any whole number between and including 1% and 20%.
Withdrawal Rider Information	Policy Data Page	<p>To allow for the flexibility of displaying the Withdrawal Rider II benefit information including the guaranteed period and interest rate for discounting payments.</p> <p>Guaranteed Period on Policy Date: The available guaranteed periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.</p> <p>Interest Rate for Discounting Payments: The rate shown is for discounting the portion of the Annuity Income Payments withdrawn: The discount rate shown is determined using the rate(s) at issue plus 1%. The Interest Rate Change Adjustment will further adjust this rate. This rate will be the greater of a) 0.01% and b) the discount rate shown plus the Interest Rate Change Adjustment.</p>
Riders And Endorsements Attached To This Policy On The Policy Date	Policy Data Page	To allow for flexibility should the Corporation choose to list Riders that may be attached to each issued policy. The Corporation may also reflect any applicable Policy endorsements attached at Policy issue, as such, we will include the optional text "AND ENDORSEMENTS". Should the Corporation file and receive approval for any Riders or Endorsements for use with this Policy at a future date, we may display the applicable Rider or Endorsement in this section for new issues of the Policy.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Withdrawal Benefit Rider II
Form Number: 211-R113**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Any change will be applicable to new issues only.

Marketing Name: To allow for flexibility in changing the marketing name of this Rider.

Officer Signatures and or Title: The signatures and titles are those in effect at the time of this form filing and over time may change. The information is bracketed to allow for flexibility in changing the officer's signature(s) and title(s).



NEW YORK LIFE INSURANCE COMPANY
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
(A Delaware Corporation)
1 Rockwood Road, Sleepy Hollow, NY 10591

"The Company You Keep"®

Yelena S. Reich
Contract Consultant - RIS
Bus: (914) 846-3481
E-Mail: Yelena_Reich@newyorklife.com

January 23, 2012

Linda Bird
Department of Insurance
1200 W. Third Street
Little Rock, AR 72201-1904

RE: NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

N.A.I.C. NO.: 826-91596

F.E.I.N.: 13-3044743

Form No.: 211-P111 Individual Single Premium Immediate Annuity Contract
 211-P112 Individual Single Premium Immediate Annuity Contract
 211-R113 Withdrawal Benefit Rider
SERFF Tracking No.: NYLA-127749770

Dear Ms. Bird:

This filing is being amended to inform your Department of a slight correction to the description of the Withdrawal Benefit Rider. This rider will be used for all plan types, non-tax qualified and tax-qualified, as offered on the policies.

We would also like to inform you of a change to the marketing name of the policies. The new marketing name is "New York Life Guaranteed Period Income Annuity".

Thank you for your consideration.

Sincerely,

Yelena S. Reich
Contract Consultant - RIS

<i>SERFF Tracking Number:</i>	<i>NYLA-127749770</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>50580</i>
<i>Company Tracking Number:</i>	<i>211-P111</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Fixed Period Annuity 2012</i>		
<i>Project Name/Number:</i>	<i>Fixed Period Annuity 2012/211-P111</i>		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/28/2011	Form	Individual Single Premium Immediate Fixed Period Annuity	01/03/2012	Policy-211-P111.pdf (Superceded)
12/28/2011	Supporting Document	Statements of Variability	01/03/2012	SOV-211-P111.pdf SOV-211-P112.pdf SOV-Rider-211-R113.pdf (Superceded)

[Annuitant- - JOHN DOE]
[Policy Number- -00 000 000]
[Policy Date- -JANUARY 1, 2012]

New York Life Insurance and Annuity Corporation
(A Delaware Corporation)

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

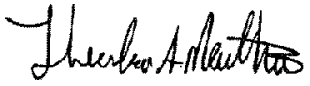
The Corporation New York Life Insurance and Annuity Corporation (NYLIAC), a wholly-owned Delaware Corporation and a wholly-owned subsidiary of New York Life Insurance Company, will pay the benefits of this Single Premium Immediate Fixed Period Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

Annuity Income Payments On the Annuity Commencement Date, we will begin to make Annuity Income Payments to you or to the Payee(s) designated by you.

Right To Return Policy Please examine your Policy. Within ten (10) days, (or longer if required by state law), after receipt by the Owner, you may return it to the Corporation or to the agent through whom it was purchased, with a written request for a cancellation. Upon receipt of this request, the Policy will be void from the start, and a full Premium refund will be made.

The Policy Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-598-2019].


President


Secretary

[New York Life Guaranteed Fixed Period Annuity]

(An Individual Single Premium Immediate Fixed Period Annuity)

Single Premium payable as shown on Policy Data Page

This Policy is Non-Participating.

Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

New York Life Insurance and Annuity Corporation

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

POLICY DATA PAGE

Annuitant -- [John Doe] **Age** [65] [Male]

Policy Number -- [00 000 000]
Policy Date -- [January 1, 2012]
Owner(s) -- [The Annuitant]

Plan -- [Non-Qualified]

Single Premium: \$[250,000]

Annuity Commencement Date: [February 1, 2012]

Guaranteed Period of Annuity Income Payments: [20] Years, [0] Months

Annuity Income Payments:

Annuity Income Payments of \$[1,390] [Monthly], beginning on [February 1, 2012] and ending on [January 1, 2032], for a total of [240] [monthly] payments.

If the Annuitant dies before the end of the guaranteed period, the remaining Annuity Income Payments will be paid to the Beneficiary as a Death Benefit.

If any Death Benefit is paid in one sum, we will pay to the Beneficiary the present value of the remaining Annuity Income Payments. The present value of remaining Annuity Income Payments will be calculated based on the following discount rate:

Discount Rate: [3.30]%

Annual Increase Option Selected: Annuity Income Payments will increase annually by [3]% for the duration of the Policy and will begin on the first anniversary of the Annuity Commencement Date.

[WITHDRAWAL BENEFIT RIDER II]
(See next page for rider information)]

POLICY DATA PAGE
(Page 2 Continued)

WITHDRAWAL BENEFIT RIDER II

The following information is used to calculate the Withdrawal Benefit available under this rider:

Guaranteed Period on the Policy Date:

<u>Years</u>	<u>Months</u>
[20]	[0]

Interest rates for discounting payments:

The withdrawal discount rate used will be the greater of a) 0.01% and b) the discount rate shown below plus the Interest Rate Change Adjustment (as defined in the rider).

Discount Rate: [3.30]%

Any remaining Future Guaranteed Payments will be calculated to include applicable increases based on any option that was selected at the time of application.

RIDERS [AND ENDORSEMENTS] ATTACHED TO THIS POLICY ON THE POLICY DATE:

[Withdrawal Benefit Rider II]
[Individual Retirement Annuity Endorsement]
[ROTH Individual Retirement Annuity Endorsement]

STATE INSURANCE DEPARTMENT PHONE NUMBER [XXX-XXX-XXXX]

WE & YOU

In this Policy, the words “we”, “our”, “us”, “Corporation”, and “NYLIAC” refer to New York Life Insurance and Annuity Corporation, and the words

“you” or “your” refer to the Owner of this Policy. When you write to us, please include the Policy number, your full name, and your current address.

CONTENTS

	Page
POLICY DATA PAGE.....	2
DEFINITIONS	4
SECTION ONE- ANNUITY INCOME PAYMENTS	5
1.1 When Will Annuity Income Payments Begin?	5
1.2 May Monthly Annuity Income Payments Be Advanced?	5
SECTION TWO- POLICY OWNERSHIP.....	5
2.1 What Are The Rights Of Ownership Of This Policy?	5
2.2 May You Name A Successor Owner?	5
2.3 May You Change The Owner Of This Policy?	5
SECTION THREE – BENEFICIARY.....	6
3.1 May More Than One Beneficiary Be Named?.....	6
3.2 May You Change A Beneficiary?.....	6
3.3 May The Beneficiary Change Any Annuity Income Payments Remaining After The Death Of The Annuitant?	6
3.4 What Happens If A Beneficiary Who Is Receiving Annuity Income Payments Dies?	6
3.5 What Happens If No Beneficiary Survives The Annuitant?	6
3.6 When Will We Process A Request For Payment Of The Death Benefit?	6
3.7 May The Death Benefit Be Taken As A Single Sum?.....	6
SECTION FOUR- GENERAL PROVISIONS.....	7
4.1 What Constitutes The Entire Contract?	7
4.2 How Important Is The Information You Provide For This Policy?	7
4.3 Will We Be Able To Contest This Policy?	7
4.4 May We Require Proof That The Annuitant Is Living?.....	7
4.5 May You Assign This Policy?	7
4.6 How Do You Assign This Policy?.....	7
4.7 May You Change The Payee?	7
4.8 Does This Policy Have Cash Or Loan Values?	7
4.9 Do Annuity Income Payments Have Protection Against Creditors?	7
4.10 Is This Policy Subject To Conformity With Any Law?	7
RIDERS OR ENDORSEMENTS (if any).....	Attached to the Policy

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ANNUITANT: The person named on the Policy Data Page on whose life this Policy is issued.

ANNUITY COMMENCEMENT DATE: The date on which the first Annuity Income Payment under this Policy will be made.

ANNUITY INCOME PAYMENTS: Periodic payments NYLIAC makes to the named Payee(s) beginning on the Annuity Commencement Date.

ANNUITY PAYMENT DATE: The date upon which NYLIAC has agreed to make each Annuity Income Payment. The initial Annuity Income Payment will be made on the Annuity Commencement Date. Scheduled Annuity Income Payments will be made on the same date of the Payment Mode selected. If an Annuity Payment Date falls on a day that we are not open for business, we will make the payment on the next Business Day.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the Death Benefit set forth in this Policy.

BUSINESS DAY: Any day NYLIAC is open for business.

ISSUE DATE: The date this Policy is produced for delivery.

DEATH BENEFIT: Any Annuity Income Payments remaining after the death of the Annuitant.

NYLIAC (“Corporation, we, us, our”): New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NON-QUALIFIED PLAN: A retirement plan or program which is funded by after-tax contributions.

OWNER (“you, your”): The person(s) or entity(ies) designated as the Owner of this Policy as displayed on the Policy Data Page, or as subsequently changed.

PAYEE: The recipient(s) designated to receive the Annuity Income Payments under this Policy, or as subsequently changed.

PAYMENT MODE: The frequency that we agree to pay the Annuity Income Payments to the Payee. The frequency is displayed in the Annuity Income Payments section of the Policy Data Page.

POLICY DATA PAGE: Page two (2) of this Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date. Subsequent Policy Years begin on each Policy anniversary unless otherwise indicated.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician’s statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan or program, under the Internal Revenue Code of 1986, as amended, including Sections 408 and 408(A).

SINGLE PREMIUM: The payment made to the Corporation as consideration for the benefits provided by this Policy. The Single Premium is the only payment that may be applied to this Policy.

SECTION ONE – ANNUITY INCOME PAYMENTS

1.1 When Will Annuity Income Payments Begin?

Annuity Income Payments will begin on the Annuity Commencement Date shown on the Policy Data Page. We will make Annuity Income Payments to you or, to the Payee(s) designated by you, on each Annuity Payment Date in the amount(s) and for the period(s) of time shown on the Policy Data Page.

1.2 May Monthly Annuity Income Payments Be Advanced?

If you are receiving scheduled monthly Annuity Income Payments, you may elect to receive four (4) Annuity Income Payments in one sum. If you exercise this option, you will receive a payment in one sum in an amount equal in value to the next

scheduled monthly payment plus the next three (3) scheduled monthly payments. Regularly scheduled monthly payments will resume in the month following the month in which the fourth payment was scheduled to be made.

Advanced Annuity Income Payments are reported as fully taxable. This option can only be exercised one (1) time and is only available while the Annuitant is living. You can exercise this option through a notice you sign with the facts that we need. This option is not available if you are under age 59½ or if the Policy is a Qualified Plan.

SECTION TWO – POLICY OWNERSHIP

2.1 What Are The Rights Of Ownership Of This Policy?

The Owner has all rights of ownership in this Policy while the Annuitant is living. These rights include the right to assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, receive Annuity Income Payments, name one or more Payees to receive these payments and change the Owner. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, the Owner does not need the consent of any successor Owner or revocable Beneficiary. An Owner's rights of ownership end at his or her death.

2.2 May You Name A Successor Owner?

You may name a successor Owner (Non-Qualified Plan Policies only). A successor Owner may be named in the application or in a notice you sign that gives us the facts that we need. The successor Owner will become the new Owner if the Owner(s) die while the Annuitant is living. For jointly owned policies, unless you specify otherwise the successor Owner will become the new Owner if the last surviving Owner dies while the Annuitant is living.

If no successor Owner survives you and you die while the Annuitant is living, your estate becomes the new Owner. For jointly owned policies, the estate of the last surviving Owner becomes the new Owner.

Changing the Owner or naming a new successor Owner cancels any prior successor Owner designation.

For Qualified Plan policies, no successor Owner may be named.

2.3 May You Change The Owner Of This Policy?

You may change the Owner (Non-Qualified Plan Policies only) of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

SECTION THREE – BENEFICIARY

3.1 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives the Annuitant. If no Beneficiary classified as primary survives the Annuitant, payment will be made to any Beneficiary surviving in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

No amount will be payable to a Beneficiary unless the Annuitant dies before all payments shown on the Policy Data Page have been paid.

3.2 May You Change A Beneficiary?

While the Annuitant is living, you may change a revocable Beneficiary designation by providing us with a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

3.3 May The Beneficiary Change Any Annuity Income Payments Remaining After The Death Of The Annuitant?

Unless authorized in writing by you, a Beneficiary may not elect to receive Annuity Income Payments in one sum, other than as described in Section 3.7, or make any other change to any remaining Annuity Income Payments.

3.4 What Happens If A Beneficiary Who Is Receiving Annuity Income Payments Dies?

If a Beneficiary who is receiving Annuity Income Payments dies, each remaining Annuity Income Payment will be paid to those Beneficiaries in the same class who are alive when that Annuity Income Payment becomes due. If the last surviving Beneficiary in a class dies while receiving Annuity Income Payments, any remaining payments will be paid to the surviving Beneficiaries in the next class,

and so on. If the last Beneficiary in a class receiving Annuity Income Payments dies, and there is no succeeding class, the present value of any remaining Annuity Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Annuity Income Payments is always less than the total of those Annuity Income Payments.

3.5 What Happens If No Beneficiary Survives The Annuitant?

If no Beneficiary for any Death Benefit amount payable, as described on the Policy Data Page, or for a stated share, survives the Annuitant, the right to this amount or this share will pass to the Owner(s) as Beneficiary, or if no Owner is living, to the last surviving Owner's estate. If any Beneficiary dies at the same time as the Annuitant, or within fifteen (15) days after the death of the Annuitant, but before we receive Proof of Death for the Annuitant and all claim information, we will pay any amount payable as though the Beneficiary died first.

3.6 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. When we receive Proof of Death for the Annuitant and a completed and signed claim form, a certificate of appointment (only if you are an Executor, Administrator, Legal Guardian or Conservator) and a copy of the assignment (only if the claim has been assigned for final expenses) from a Beneficiary, we will pay to that Beneficiary his/ her share of any amount of the Death Benefit.

3.7 May The Death Benefit Be Taken As A Single Sum?

If the right to any Annuity Income Payments remaining after the death of the Annuitant passes to an assignee, or to a Beneficiary that is not a natural person (such as a trust, corporation or estate), payment may be made in one sum. If the payment is made in one sum, the amount of this payment will be the present value of the remaining Annuity Income Payments. This Payment will be calculated using the interest rate shown on the Policy Data Page. The present value of any remaining Annuity Income Payments is always less than the sum of those payments.

SECTION FOUR– GENERAL PROVISION

4.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders, endorsements or amendments and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the Policy, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No agent is authorized to change this contract or to waive any provisions of this contract.

4.2 How Important Is The Information You Provide For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes statements made in the application. In the absence of fraud, all such statements are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

4.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while the Annuitant is living, for two (2) years from the Policy Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

4.4 May We Require Proof That The Annuitant Is Living?

We may require proof from you that the Annuitant is living on any Annuity Payment Date, but not more than once in any twelve-month period.

4.5 May You Assign This Policy?

While the Annuitant is living, you may assign any interest you have in this Policy (Non-Qualified Plan Policies only). If you do this, your interest, and the interest of any Beneficiary is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned. An assignee may not change the Owner, Payee, or Beneficiary.

An assignment may have adverse tax consequences to you; please consult with your tax advisor.

4.6 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of an assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect on the date the assignment is signed, subject to any payment we made or action we took before receipt of the assignment.

4.7 May You Change The Payee?

You may name, revoke or change the Payee at any time by providing us with a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If the Payee dies before all payments have been made under this Policy, we will pay you until you designate a different Payee.

4.8 Does This Policy Have Cash Or Loan Values?

This Policy does not have cash value or loan value.

4.9 Do Annuity Income Payments Have Protection Against Creditors?

Except as stated in this Policy's assignment provisions, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditor.

4.10 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Benefits available under this Policy are not less than those required by any regulation or statute of the state for which this Policy is issued.

**New York Life Insurance and Annuity
Corporation**

A Delaware Corporation and a wholly-owned
subsidiary of New York Life Insurance Company

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

**Individual Single Premium Immediate Fixed
Period Annuity**

Single Premium payable as shown on Policy Data
Page

This Policy is Non-Participating.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Withdrawal Benefit Rider II
Form Number: 211-R113**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Any change will be applicable to new issues only.

Officer Signatures and or Title: The signatures and titles are those in effect at the time of this form filing and over time may change. The information is bracketed to allow for flexibility in changing the officer's signature(s) and title(s).